

## NOTICE TO BIDDERS

Notice is hereby given that sealed Proposals will be received by the City of Brigantine on July 21, 2022 at 11:00 AM in the Office of the City Clerk, located at 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203. Proposals may be dropped off at the Clerk's office anytime prior to the due date. The Title of the Project is:

REMOVAL AND REPLACEMENT OF THE ROOFING SYSTEM  
LOCATED AT  
BRIGANTINE City HALL, MAIN BUILDING, 1417 W. BRIGANTINE AVE  
BRIGANTINE, NJ

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "BID TITLE NAME" on the outside and addressed to City of Brigantine Clerk at the address above.

Specifications and instruction to bidders may be obtained on the City's Website @ <https://brigantinebeach.org/municipal/departments/purchasing/>

Questions regarding the bid shall be made to the City Engineer, Matt Doran, by email. The address is [mdoran@brigantinebeachnj.com](mailto:mdoran@brigantinebeachnj.com). All questions and responses will be posted on the above web site page.

All questions must be made 3 days prior to the bid date.

Dennis Krause, RPPO, QPA  
Purchasing Agent – City of Brigantine

# REQUEST FOR PROPOSALS

**Remove and Replace Existing Roof at Brigantine City Hall, Main Building**

**1417 W. Brigantine Ave.**

**City of Brigantine**



**Matthew Doran, City Engineer**

## **SCOPE**

The City of Brigantine is soliciting prices for the Removal and Replacement of the shingle roof at the Brigantine City Hall, 1417 West Brigantine Avenue, Brigantine, NJ.

Contractors shall provide all labor, material, equipment etc. necessary to complete the project.

Contractor shall provide all protective tarps and protection around all material fall zones, dumpsters, and equipment necessary to provide a safe work site and for all pedestrian walkways.

The contractor shall process and apply for the City Building Permit. The city will waive the permit fee for the roof and dumpsters.

The estimated area of roofing removal and replacement is 116 Square, three dormers. including all main roof area, multiple peaks, overhangs, utility areas, etc. All existing roofing material is to be removed and replaced as herein outlined. Contractor shall verify exact area and process necessary to properly complete the project

## **TECHNICAL SPECIFICATIONS**

1. Demolition – Contractor shall remove all existing asphalt shingles over the entire roof, all levels and all overhangs, including all underlayment and plumbing and HVAC roof penetration boots.
2. Technical Specification – Prior to installation of the new underlayment and roofing material, all damaged plywood shall be removed and replaced. All existing watertight boots shall be removed and replaced in kind, and ice and water shield shall be installed prior to installation of the new underlayment.
  - a. Underlayment – 30# felt paper
  - b. Roofing material – 30-year dimensional asphalt shingles, manufactured by GAF Timberline HDZ, or equal, color to match the existing roofing material to be removed.
  - c. Ridge Vent – GAF COBRA Snow Country Plastic Stick Roof ridge vent, or equal, if needed.
  - d. Supply Factory Warranty paperwork prior to final payment.
  - e. Contractor shall supply 5-year labor and material warranty, in addition to the Factory Warranty prior to final payment.

## **GENERAL CONDITIONS**

1. Prevailing Wage- All proposals over \$16,263.00 are subject to paying minimum rates determined by New Jersey Department of Labor- See Appendix 1
2. Insurance – Appendix 2
3. Public Works License – Contractor is required to have and supply a copy of the New Jersey State Contractor License prior to issuance of Contract.
4. Certificate of Employee Information
5. New Jersey Business Registration Certificate
6. Non-Collusion Affidavit
7. New Jersey Anti-Discrimination
8. Mandatory EEO / Affirmative Action Evidence
9. Americans With Disabilities
10. Worker and Community Right to Know
11. Statement of Corporate Ownership
12. Insurance Certification

See attached information and forms necessary to provide the above information

**PROPOSAL FOR**

**Remove and Replace the Existing Roof at Brigantine City Hall**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1.	<p><b>Remove and Replace entire shingle roof at the Brigantine City Hall, all levels and overhangs, Including all underlayment and all plumbing and HVAC boots and flashings.</b></p> <p><b>This item shall include a labor material dumpsters tarps, cleanup, and all other items necessary to complete the job. Approximate area of roof is 116 Square. Contractor shall verify exact area of necessary roofing to complete the project.</b></p>	L.S.	L.S.	\$ _____
2.	<p><b>Install new plywood sheathing, as needed, in damaged areas uncovered during removal of the existing roof. This item will be for a 4' x 8' (32 sf ) sheet of \$ _____ Plywood installed, as needed. The contractor will be Paid for the actual number of sheets installed if needed.</b></p>	8 sheets	\$ _____ per sheet	
3.	<p><b>Clear Site/Mobilization – This item shall include a All insurance costs, mobilization, cleanup, and any miscellaneous costs associated with the project \$ _____</b></p>	L.S.	L.S.	
4.	<p><b>Allowance – This item to be utilized for unforeseen Issues that might occur. This item is not guaranteed to be paid. The City Engineer must authorize for all or part of this item to be paid</b></p>	L.S.	L.S.	\$ 5,000.00

**TOTAL**

\$ \_\_\_\_\_

**Total in Words -** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature** \_\_\_\_\_, **Date** \_\_\_\_\_

**Phone #** \_\_\_\_\_, **Email** \_\_\_\_\_

**CITY OF BRIGANTINE**  
**GENERAL INSTRUCTIONS**

**1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with NOTICE TO BIDDERS, as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope:
1. Addressed to the City of Brigantine, City Clerk
  2. Bearing the name and address of the bidder on the outside
  3. Clearly marked "BID" with the contract title.
- C. It is the bidder's responsibility to see that bids are presented to the City of Brigantine on the hour and at the place designated. Bids may be hand delivered or mailed; however, the city disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The City reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
- More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages is available from the City's website at [www.BrigantineBeach.org](http://www.BrigantineBeach.org) at no cost to the prospective bidders. All addenda are posted on the City site and issued in accordance with N.J.S.A. 40A:11-23(c)(2). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The City of Brigantine is not responsible for third party supplied specifications.

## 2. BID SECURITY (REQUIRED)

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

A BID GUARANTEE IS REQUIRED FOR THIS PROJECT

### BID GUARANTEE (REQUIRED)

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City of Brigantine.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City of Brigantine.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City of Brigantine stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit consent of surety form shall result in rejection of the bid.

PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

LABOR AND MATERIAL (PAYMENT) BOND

The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

MAINTENANCE BOND (Maintenance Bond and Manufacturer Warranty is Required)

Upon the acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in the amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1-Year
- 2-Years

The city is requiring the Manufacturers Warranty be supplied prior to final payment

### 3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. The City of Brigantine is exempt from any local, state or federal sales, use or excise tax. Brigantine will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Brigantine City will not pay service charges such as interest and late fees.

The City of Brigantine or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The city is rated by Dun and Bradstreet.

B. Bids must be **signed in ink** (original Signature required) by the bidder; all quotations shall be made with a typewriter / computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Estimated Quantities (Open-End Contracts, Purchase as needed) – The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover the requirements; however past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers ect. All transportation charges fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the city. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. **BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.**

### 4. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB City of Brigantine. No price escalation. The vendor shall void the contract and permit the City to solicit open market pricing should any price increase or surcharge be imposed.

### 5. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the city. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the City of Brigantine of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City Purchasing Agent, referencing the Contract Name in the

subject line. In order to be given consideration, written requests for interpretation and or clarification must be received at least (3) business days prior to the date fixed for the opening of the bids.

- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The City's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(2) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

E. Discrepancies in Bids

- If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

## 6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **will not** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the City of Brigantine, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

## 7. METHOD OF CONTRACT AWARD

- A. The City reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the City to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.



- B. The City further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the City. Without limiting the generality of the foregoing, the City reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The City may also elect to award the contract on the basis of unit prices.
- D. The City reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the City may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be one year unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.
- G. The form contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

## 8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## 9. NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq. **REQUIRED**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html).

## 10. THE PUBLIC WORKS CONTRACTORS' REGISTRATION ACT N.J.S.A. 34:11-56.48 et seq. **REQUIRED**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid Proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification

along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contract for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of labor and Workforce Development with a full and accurately completed application form. The form is available online at:  
[http://lwd.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html)

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

## **11. NON-COLLUSION AFFIDAVIT - N.J.S.A. 52:34-15 REQUIRED**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

## **12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1 REQUIRED**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

## **13. MANDATORY EEO / AFFIRMATIVE ACTION EVIDENCE REQUIRED**

**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

## 1. Goods, Professional Services and Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

## 2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available online at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

## **14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

## **15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

## **16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid for the corporation, partnership, limited partnership, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership. Limited

partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

## **17. INSURANCE AND INDEMNIFICATION**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

### **A. Insurance Requirements**

#### **Worker's Compensation and Employer's Liability Insurance**

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory coverage, including employer's liability coverage.

#### **General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate products and completed operations shall be maintained in force during the life of the contract.

#### **Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$500,000.00 each occurrence shall be maintained in force during the life of this contract by the bidder.

### **B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the CITY as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the CITY as an additional insured.

### **C. Indemnification**

The Contractor agrees to indemnify and save harmless the City, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The City of Brigantine will not accept Mutual Limitation of Liability terms.

## **18. PAYMENT**

Payment shall be made after a properly executed City voucher has been received and formally approved on the bill list by the City Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

## **19. TERMINATION**

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligation under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. The City of Brigantine will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the city may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the City.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

- J. For contracts that exceed one year, each calendar year payment obligation of the City is conditioned upon the availability of the City of Brigantine funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the City at the end of any particular calendar year may terminate such services. The City will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the City to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the City of Brigantine by notice to the parties.

## **20. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

## **21. ADDITIONS / DELETIONS OF SERVICE**

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

**22.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**23.** Bidders shall not write in margins or alter the official content or requirements of the City bid documents.

## **24. SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

## **25. SUBCONTRACTORS**

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

### **25.1 USE OF SUBCONTRACTORS**

Respondent may find it advantageous to include sub-contractors in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-contractors is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work are met. Any sub-contractors must be identified in the same manner as the primary contractor.

## **26. OWNERSHIP OF MATERIAL**

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City.

## **27. TRUTH IN CONTRACTING LAW**

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## **28. PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is *NOT* a cause for rejection. However, the City prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

## **29. PAY TO PLAY - NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **30. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. The City of Brigantine will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City to pay additional fees.

### **31. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

### **32. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any bidder on this contract.

**33.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**34.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

### **35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

### **36. PROMPT PAYMENT – GOODS & SERVICES - P.L. 2019, C.127 (LFN 2019-02 1/23/19)**

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.



## GENERAL SPECIFICATIONS

### SCOPE

The project entails the removal and replacement of the existing asphalt roofing system at the Brigantine Rowing Club Building located at 6<sup>th</sup> South and Bayshore Ave.

See the attached REQUEST FOR PROPOSALS..

### EXAMINATION OF SITE

The Contractor shall personally inspect the premises to be demolished so as to fully determine the conditions under which the work is to be performed. Any questions arising involving scope of work should be discussed with this office before proceeding. Any deviation from specifications must be only with the approval of the Construction Official in writing. Before submitting his proposal, the bidder shall be familiar with the specifications, notice to contractors, advertisement and proposal form, all of which documents will form part of the contract. He shall have investigated, in detail, the site(s) of the project and shall have made such examination, thereof, as may be necessary to satisfy himself in regard to the character and amount of the work involved. He shall have satisfied himself also that he can secure the necessary labor and equipment, and that the materials he proposes to furnish and use will comply with the requirements therefore, and can be obtained by him, in the quantities and at the time required.

**\* The bidder shall contact the City Engineer, Matthew Doran at 266-7600 x 215 to schedule access to the building. A minimum of 24 hours' notice will be required.**

The work shall be performed in accordance with the requirements of the specifications and other contract documents. Should any work be required which is not denoted in the specifications because of an obvious omission, but which is nevertheless necessary for the proper performance of the contract, it shall be performed as fully as it were described.

It is the obligation of the contractor to have ascertained for himself before submitting his proposal of bid, all the facts concerning conditions to be found at locations of the work, including all physical characteristics above, on and below the surface of the ground, to fully read the specifications, to consider fully these and all other matters which can in any way affect the work under this contract and to make any additional necessary investigations or explorations relating thereto and he agrees to this obligation in signing the contract. The City assumes no responsibility whatsoever with respect to ascertaining for the contractor such facts concerning physical characteristics at the site(s) of the work. The contractor agrees that he will make no claim and has no right to additional payment or extension of time for completion of the work or any other consideration because of any misinterpretation or misunderstanding on his part of this contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

The Contractor is to provide all materials, tools, machinery, and labor to fully, and in a thoroughly workmanlike manner, complete the work in accordance with these specifications.

### PERMITS

The Contractor shall be required to obtain permits from the City of Brigantine Construction Office prior to the start of work. Local permit fees will be waived.

### CONTRACTOR'S RESPONSIBILITY

The Contractor shall comply with all applicable requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and health Act of 1972 (P.L. 91-596) and

under Section 107 of the Contract Work Hours and safety Standards Act (P.L. 91-54).

The contractor is to verify all existing conditions at the locations of the work and the price bid is to include and cover all excavations, removal of material and objects; and the furnishing of all necessary material and labor necessary to furnish in a thorough workmanlike manner, the work complete in every detail notwithstanding that every item necessarily involved may not be particularly in the specification.

The contractor will be responsible for protecting all existing street paving, sidewalks, curbs, drainage, public and private utilities and other structures, public or private. The contractor shall repair or replace all such facilities damaged during the demolition process.

The contractor shall at all times safely guard the owner's property and that of adjacent property from injury or loss in connection with this contract. He shall at all time safely guard, to the extent necessary, and protect his own work, materials, and that of the adjacent property. The contractor shall take all precautions that may be necessary for the safety of the public and protection of the work. The contractor shall perform all repairs necessary to remedy all damage to adjacent or adjoining buildings caused by, or resulting from the demolition.

THE CONTRACTOR MUST CONSULT THE CONSTRUCTION DEPARTMENT BEFORE STARTING WORK ON THIS PROJECT. Particular attention is called in protecting from damage, the public curbs and sidewalks.

### PROTECTION

The Contractor, before commencing work, shall erect adequate fences, barricades, enclosures and sidewalk sheds to conform to all applicable sections of the 2006 International Building Code, Chapter 33, Safeguards During Construction; and The New Jersey Uniform Construction Code, N.J.A.C. 5:23 (et, seq) Construction Safety Code of New Jersey Department of Labor and Industry.

All enclosures must be properly maintained until completion of demolition work to provide ample protection for pedestrians and vehicle traffic on the street. The Contractor shall take precautions to avoid blocking off traffic on any street without gaining prior approval of the Brigantine Police Department.

ISSUED until approval is gained from the utility company that disconnections have been made.

No equipment or materials shall be placed in or on any sidewalk, alley, street, or other public thoroughfare.

### SOLID WASTE DISPOSAL

The bidder is directed to N.J.A.C. 7:26-1, et. Seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, ect.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, NJ 08625.

### REMOVAL OF DEMOLISHED MATERIALS

Generally, materials obtained or resulting from removal of the existing roof material shall be removed from premises as fast as they accumulate and not stockpiled upon the premises..All materials shall be placed in the appropriate dumpster, and removed from the site and disposed of at the appropriate landfill. All dumpsters shall be covered each night at the end of the work day.

The contractor will be responsible for the removal and disposal of debris of any description from subject buildings at the time of demolition. The City of Brigantine shall not be liable for any debris, which may accrue at a property between the time of bid submission and contract performance.

#### CLEAN-UP

All rubbish and debris found on the site from removal of the existing roof material at the start of work, as well as that resulting from the demolition activities, or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the Contractor who shall keep the project area and public right-of-way reasonably clear at all times. Clean-up of property must be approved by the City of Brigantine Construction Office before final payment will be made to the Contractor.

#### BUILDING CODE PROVISIONS

Contractor shall familiarize himself and shall be responsible for strict adherence to the 2006 International Building Code, Chapter 33, Safeguards During Construction; and The New Jersey Uniform Construction Code, N.J.A.C. 5:23 (et, seq) Construction Safety Code of New Jersey Department of Labor and Industry.

#### CONTENTS OF THE PROPOSAL

**The City of Brigantine expressly reserves the right to:**

- (a) waive minor irregularities in proposals submitted in response to this Bid.
- (b) reject all proposals and not award any contract in connection with this Bid.

#### PREVAILING WAGE REQUIREMENTS

As outlined in "General Instructions" contractors are subject to prevailing wage in all projects exceeding \$16,263.00. The contractor shall also be required to submit a certified payroll record.

#### INDEMNITY CLAUSE

In the event of damage or injury arising out of the actions of independent contractors performing work for The City of Brigantine, or persons or organizations using your facilities, a claim or suit will, more often than not, be brought against BOTH the contractor/organization The City of Brigantine. If the injury/damages occur on your premises, or occur during the performance of your contract use of your property, you will surely be named in any resulting claim or lawsuit.

In order to avoid the legal expense of proving that you had nothing to do with the incident or injury, a hold harmless clause shall be used to transfer the responsibility to the contractor or facility user, where it naturally belongs.

The HOLD HARMLESS AGREEMENT is a clause in a contract, or a separate agreement, which holds one entity harmless for liabilities created by the other entity. When the City of Brigantine contracts with others for services or products, or allows outside organizations to use their facilities, you should not be held responsible for their negligent acts. The City of Brigantine has little or no control over the event and hence, cannot control the actions or results of same.

For example, if The City of Brigantine enters into a contract with ABC Contracting, Inc. to pave your streets you should require ABC Contracting, Inc. to defend, pay on behalf of, indemnify and hold harmless your municipality for injuries or damages they cause to members of the public. The same theory holds true for individuals or outside organizations that use your facilities.

The successful bidding contractor shall complete the indemnity clause in Appendix A.

APPENDIX A

CITY OF BRIGANTINE  
INDEMNIFICATION & HOLD HARMLESS AGREEMENT

\_\_\_\_\_ (here-in-after referred to as The Contractor) shall indemnify,  
Name of Contractor

save harmless and defend the City of Brigantine, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of Brigantine, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the City of Brigantine, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or allege act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Sub contractors or agents or others under the Contractor's Contract.

Project Name/Description: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



CITY OF BRIGANTINE  
OWNERSHIP STATEMENT – STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: \_\_\_\_\_

Check the box that represents the type of business organization:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____      |  |

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

Stockholder Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %

Stockholder Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %

Stockholder Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %

**(Note: Attach additional pages if necessary)**

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name of authorized signatory)

\_\_\_\_\_  
(Title)

**NON COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making the Proposal for the bid entitled

\_\_\_\_\_, and that I executed the said proposal with full  
(title of proposal)

authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by \_\_\_\_\_  
(name of contractor)

Subscribed and sworn to  
before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_  
(Seal)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by



complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such

agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Submitted by: \_\_\_\_\_  
(Name of the Firm)

Name: \_\_\_\_\_  
(Please print or Type)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## CITY OF BRIGANTINE

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**CITY OF BRIGANTINE**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
CITY OF BRIGANTINE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS


DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107530  
ISSUANCE DATE: 07/14/04

*John S. Tully*  
Act. Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

CITY OF BRIGANTINE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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Bidder: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

**OR**

**I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Brigantine and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF BRIGANTINE**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of the Authorized Representative)

Name: \_\_\_\_\_  
(Please Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

**RIGHT TO EXTEND – TIME OF AWARD**

The City of Brigantine is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Brigantine require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Brigantine the right to extend this award up to ninety (90) days, if deemed necessary.

Name of Bidder: \_\_\_\_\_

By authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Product or Service Offered: \_\_\_\_\_

\_\_\_\_\_